

REMARKS

This is in response to the final action mailed January 28, 2009, in which the claims have been rejected under 35 USC 103(a) as being unpatentable over Dean et al (U.S. 6,167,379) in view of Barto et al (U.S. 7,069,097 B1).

New claim 32 provides further definition of the term "personal time", which is time when no bookings by others are allowed. This is fully supported by the application as originally filed, and introduces no new matter. Thus, in the context of the present invention, it is not true that for a personal calendar, all time is essentially personal time. Claims 28-31 are also amended to correct the dependency.

Even without the present claim amendments, Applicant respectfully disagrees with the rejections. In summary, Applicant does not think that the combination of Dean and Barto teaches all elements of the presently claims invention, and in addition does not believe that the combination of Dean and Barto is valid.

Dean talks about synchronization of two versions of the same calendar and how to handle situations where there are clashes between the two calendars (see e.g., col. 2, lines 5-10). This is more like a background for the present invention, since it does not deal with scheduling of new meetings to fit among pre-arranged meetings, which is the case the present invention handles.

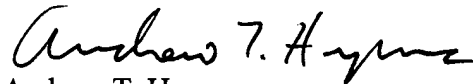
Barto looks only at the density of commitments and ensures that a resource is not over-committed (see col. 4, lines 53-67). It does not specify a certain time during which it is doing a certain task, it only specifies the time which the provider commits to meet the engagement, and a "density" of commitment within that time window, based on the "kernel", which represents the expected length of time for which the resource will be needed for a particular commitment (col. 9, lines 27-29).

The instant application defines an amount of time that can be scheduled dynamically within a time interval during a working day. The amount of time is of fixed length but it is not fixed to a certain time of the day. The calendar ensures that it is scheduled somewhere within the hours that are defined by a user. Nowhere in Barto or Dean is this concept disclosed. As such, the combination of Barto and Dean does not result in the present invention.

Barto relates to automated scheduling of processes within a semi-conductor processing plant (col. 1, lines 22-36; col. 2, lines 4-19), and thus is in a totally different field. Barto describes a complex algorithm and a complex bidding system whereby "consumer" present requests through software agents to access particular shared resources (see col. 8, line 57 to col. 9, line 24). Many factors are taken into account when bids are assessed (col. 8, line 65 - col. 9, line 2), and a selection process is then carried out (figs. 6A and 6B; col. 18, line 23 onwards). A skilled person starting from Dean and wishing to provide an improved technique for scheduling meetings within personal calendars (as in the present invention) would not consider looking at a document involving complex scheduling procedures in the field of manufacturing, and thus the combination of Dean and Barto is not something a skilled person would come up with.

The rejections in the final action of January 28, 2009, having been shown to be inapplicable or obviated by amendment, withdrawal thereof is requested, and passage of claims 1, 3-24 and 27-31 to issue is earnestly solicited.

Respectfully submitted,



Andrew T. Hyman
Attorney for the Applicant
Registration No. 45,858

mef
WARE, FRESSOLA, VAN DER SLUYS
& ADOLPHSON LLP
755 Main Street, PO Box 224
Monroe CT 06468
Tel: 203 261-1234
Fax: 203 261-5676